

# Card supplement to the terms and conditions

## 1. GENERAL

### 1.1. Terms and definitions:

**Additional Security System** — a payment security system for online purchases, requiring to enter a one-time code received to Cardholder's mobile device, in addition to the Card number, expiry date and CSC code.

**Agreement** — Card Supplement to the Terms and Conditions between the Bilderlings Pay and the Client.

**Application** — an application submitted by Client to the Bilderlings Pay through Web Panel or by using other submission method previously approved by Bilderlings Pay.

**ATM** — Automated Teller Machine.

**Authentication Tool** — authentication mobile app, or combination of static password and one-time password, used for Client authentication or verification of the application of payment instrument.

**Bilderlings Account** - a payment account in Bilderlings Pay system that the Client opens and uses through the Web Panel.

**Bilderlings Pay** — Bilderlings Pay Limited, a company incorporated under the laws of England and Wales with registration number 09908958, whose principal place of business is at Daws Lane Business Centre, 33-35 Daws Lane, London, United Kingdom, NW7 4SD. Bilderlings Pay is authorised by FCA under the Electronic Money Regulations 2011 for the issuing of electronic money. Bilderlings Pay's FCA e-money register number is 900637.

**Call Centre** – 24/7 call centre +44 20 8089 6968 for questions regarding Cards.

**Card** — an international payment debit card issued and serviced by the Bilderlings Pay, linked to the Bilderlings Account and handed over to the Cardholder based on an Agreement governing the issue and use of the Card.

**Cardholder** — an individual who have received the Card and are authorized to use the Card as provided for in this Agreement and whose name and surname is specified on the Card.

**Card Voice Password** – password indicated by Cardholder in the Application and required for voice communication with any Bilderlings Pay or Call Centre employees in relation to Card.

**Client** — the natural person or legal entity in whose name Bilderlings Account is opened and maintained .

**Consent** — the Client's consent (authorisation) to the execution of a Transaction.

**CSC code** — a 3 (three) digit security code for online purchases, indicated on the back of the Card.

**Delivery** – delivery is made to the Client's indicated address according to the instructions set in the Application.

**FCA** - the Financial Conduct Authority of the United Kingdom, which address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom; further information on the FCA can be obtained on the FCA's website at [fca.org.uk](http://fca.org.uk).

**Fees** — the charges payable by the Client to Bilderlings Pay for using Bilderlings Pay services, available at: <https://bilderlings.com/prices/>

**Merchant** — a merchant who accepts a Card in his/her business establishment as means of payment for goods and services.

**Micro-enterprise** – an autonomous enterprise whose annual turnover and/or balance sheet total does not exceed €2 million and employs fewer than 10 (ten) people.

**Parties** — the Bilderlings Pay and the Client.

**PIN code** — a combination of 4 digits, known only to the Cardholder and used for authorising transaction with the Card. The Bilderlings Pay issues and delivers the PIN code by the mobile short message.

**Privacy Policy** - the Bilderlings Pay policy governing the processing of personal data, which is available on the Website, as may be amended from time to time.

**Reserved Amount** — the amount in which a Transaction or Bilderlings Account operation is executed and which is not debited from the Bilderlings Account because the operation is still being processed. The maximum period of reservation for such a Transaction or Bilderlings Account operation is 30 (thirty) calendar days starting from the date of the Transaction or the Bilderlings Account operation. If the date of the Transaction date falls on a holiday, the reservation period shall start on the next business day.

**Statement** — a document reflecting the movement of funds on the Bilderlings Account which is available on the Web Panel or by additional request.

**T&C** — Terms and Conditions of Bilderlings Pay.

**Transaction** — transfer of assets, withdrawal of cash, payment for purchases and services using the Card, thus resulting in debiting or crediting of the Bilderlings Account.

**Transaction Limit** — a limit set on a Transaction by the Client or the Bilderlings Pay based on the type, amount, and period of the Transaction.

**Unauthorised Debit Balance** — negative balance in the Bilderlings Account.

**Unauthorised Transaction** — a transaction which the Client or Cardholder has not approved.

**Website** - the Bilderlings Pay website available at [www.bilderlings.com](http://www.bilderlings.com)

**Web Panel** – Bilderlings Pay Web Panel that enables the Client to open and use Bilderlings Account.

## **2. GENERAL PROVISIONS**

**2.1.** The Bilderlings Pay shall issue a Card to the Cardholder and shall provide the Cardholder with an option to execute Card Transactions in the scope of Transaction Limit and the funds available on the Bilderlings Account.

**2.2.** The Cardholder shall use the Card in accordance with the Agreement and shall pay for services received in accordance with the Fees and the Agreement.

**2.3.** The Agreement shall govern the relationship between the Bilderlings Pay and the Client regarding the Card issue, use and maintenance. Legal relationship between the Parties, not covered by the Agreement, shall be governed by T&C, Privacy Policy, Fees and the laws and regulations of the England and Wales.

**2.4.** The Cardholder shall not disclose the information referred to in the Agreement and other documents relevant in the context of the Agreement to any third parties, unless this is necessary for the execution of Transactions.

**2.5.** Use of the Card and PIN code shall be governed by the Agreement, the T&C, Privacy Policy, the Fees, laws and regulations of the England and Wales, and the regulations of the International Card Organization (MasterCard).

**2.6.** The expiry date of the Card shall be indicated on the Card (based on “mm/yy” format). The Card shall be valid by the last day of the specified month (inclusive).

**2.7.** The Card is linked to Client’s Bilderlings Account.

**2.8.** By applying for the Card, the Client agrees to terms of this Agreement, including T&C, Privacy Policy, Fees and any other supplements, agreements, rules, declarations, etc. agreed by the Bilderlings Pay and the Client. If the Client does not agree, the Client shouldn’t apply or use the Card.

**2.9.** The Client is advised to print or download and keep a copy of the Agreement, T&C, Privacy Policy, Fees and any other supplements, agreements, rules, declarations, etc. for future reference. The Client can always view the current Agreement on the Website.

**2.10.** Bilderlings Pay is not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Card. Bilderlings Pay is not liable for any loss arising from any Merchant refusing to accept the Card, ATM technical problems and inability to withdraw cash or delays in payments that are processed by third parties.

### **3. ISSUE OF THE CARD**

**3.1.** To order the Card, the Client must submit the Application.

**3.2.** Bilderlings Pay will review Application as soon as possible. If the Application is approved, Bilderlings Pay shall issue and send Card to the Client within 5 (five) business days, however, the Client must be aware that in some instances consideration of Application can take longer period, as well as unforeseen circumstances may occur and Delivery time will be extended.

**3.3.** The Card shall be delivered to the Cardholder using the Delivery. The received Card must be activated by the Client through the Web Panel.

**3.4.** When ordering the Card, the Client shall have a sufficient amount of funds on Bilderlings Account to cover the Fees for Card issuance and Delivery. If the amount of funds on Client's Bilderlings Account is insufficient, the Application will not be proceeded.

**3.5.** Fees related to Card issuance and Delivery are automatically deducted from the Bilderlings Account upon the order. Card Monthly Fee is deducted starting from the second month after issue of Card.

**3.6.** The Client shall be entitled to conclude an Agreement for issuing several cards with the Bilderlings Account, as well as to specify several Cardholders. Prior to issue the Card to natural person other than Client (to another Cardholder), that Cardholder should successfully undergo Bilderlings Pay's identification/KYC process. Bilderlings Pay has a right to refuse an application for Card issue to any specific Cardholder without giving a reason of such refusal.

**3.7.** Upon expiration of the Card, the Bilderlings Pay shall produce and issue a new Card to the Client, with a new expiry date, except in the following cases:

**3.7.1.** The Client submits a written application for termination of the Agreement at least 1 (one) whole month before the expiry date of the Card, by informing the Bilderlings Pay in person or through the use of the Web Panel;

**3.7.2.** Unauthorised Debit Balance occurs on the Bilderlings Account;

**3.7.3.** The positive balance of Bilderlings Account is less than the Card issuance fee, as set in the Fees.

**3.8.** The renewed Card shall be issued and delivered to the Cardholder to the delivery address and by using the same delivery method indicated by Client for the expiring (or previously issued) Card delivery address, unless the Parties agree otherwise in written.

**3.9.** The Bilderlings Pay shall issue the Card together with a PIN code that will be delivered to Cardholder by mobile short message. In the event of card renewal, the PIN code shall be changed and delivered the same way as the previously issued Card. The PIN code is confidential and shall be used by the Cardholder only.

**3.10.** The Cardholder shall be not entitled to change the PIN code via any means or device.

**3.11.** To start using the Contactless functionality, the Cardholder shall make the first Transaction with input of the PIN code by inserting the card into the POS terminal or into ATM.

**3.12.** The Bilderlings Pay shall be entitled to revoke the Card if the Cardholder fails to activate the Card within 6 (six) whole months from the moment the Card was ordered, without refunding the Monthly Fee to the Client.

**3.13.** In case the envelope where the Card was sent is damaged or arise suspicions that the Card may have been accessed by unauthorized person, Cardholder must not activate the Card, but inform Bilderlings Pay thereof at a first chance, to request Card replacement and destroy already received Card.

**3.14.** In order to refuse the Card, the Client shall fill in a request in the Web Panel. Additional fees may be charged for the Card refusal.

**3.15.** All issued Bilderlings Pay Cards are inactive. The Card after receipt by the Cardholder must be activated via Web Panel.

**3.16.** The Card is a debit card and it can be used to pay for goods and services, as well as for cash withdrawals from ATMs.

**3.17.** The Client can upload money by adding money to Bilderlings Account. More detailed information on adding money to Bilderlings Account can be found on T&C.

**3.18.** The Client may hold multi-currency balances in Bilderlings Account, however the Card is linked to one specific currency.

#### **4. USE OF THE CARD**

**4.1.** Only the Cardholder whose name and surname is indicated on the Card shall use the Card. The Cardholder shall not transfer the Card and/or Card details to anybody for use by other parties.

**4.2.** The Card shall be used for carrying out Transactions in places where Merchants provide Card acceptance services.

**4.3.** The Cardholder shall be entitled to use the Card only for execution of Transactions. The use of Card details for online or remote Transactions shall also be considered as use of the Card.

**4.4.** The Cardholder shall not use the Card for executing Transactions, which individually or together exceed the funds available in the account or established Transaction Limits. The Client shall be entitled to request to change the Transaction Limits by submitting an application through the Web Panel. In the event of an increase in the Transaction Limits, Bilderlings Pay reserves the right to refuse the requested Transaction Limits change.

**4.5.** The Cardholder shall use the Card and shall settle for Merchant's goods and services directly with the Merchant, by authorizing the Transaction:

**4.5.1.** With the Card and a PIN code; or

**4.5.2.** With the Card and Additional Security System;

**4.5.3.** With the Card, if the Merchant does not use the Additional Security System;

**4.5.4.** For a Contactless Card — with the Card only or with the Card and a PIN code together.

**4.6.** The Cardholder shall use the Card and shall settle for cash operations in ATMs, by authorising the Transaction with the Card and the PIN code.

**4.7.** Certain Merchants may require to use other security system for online transactions.

**4.8.** When a Transaction is duly authorised pursuant to the procedure provided for in Clause 4.5, 4.6, or 4.7, the Transaction shall be deemed irrevocable.

**4.9.** The Cardholder shall not use the Card for Transactions or other operations prohibited by any law or regulation.

**4.10.** If the Transaction amount exceeds the available funds, the transaction will be declined.

**4.11.** If at any point of time the Client reaches Unauthorised Debit Balance, the Client is obligated to immediately add sufficient funds to Bilderlings Account.

**4.12.** The Cardholder shall request that the Card Transaction is executed in his/her presence and shall not sign or accept by any way the supporting documents of the Transaction unless the Transaction amount is specified therein.

**4.13.** Upon the use of the Card in ATMs or with Merchants, the point-of-sale of which is equipped with devices suitable for entering the PIN code, the PIN code shall be deemed as the signature and shall be considered as a sufficient mean of Client identification and Transaction authorization.

**4.14.** Before signing a supporting document for a Transaction or entering a PIN code, the Cardholder shall verify that the amount specified in the supporting document of the Transaction conforms to the actual Transaction amount. If the indicated amount differs from the actual amount of the Transaction, the Cardholder shall not authorise such Transaction.

**4.15.** If, upon executing a Transaction, a wrong PIN code is entered into ATM 3 (three) times in row, the Card shall be suspended in the ATM. In order to prevent future unauthorised use of the Client's funds, the Card must be replaced with a new one.

**4.16.** If, upon executing a Transaction with a single Merchant or different Merchants, a wrong PIN code is entered into the PIN code input device(s) 3 (three) times in row, the Card shall be automatically blocked. In such event, the Card must be replaced with a new one.

**4.17.** The Cardholder shall not use the Card if the Bilderlings Pay requests so.

**4.18.** The Cardholder shall immediately return the Card to the Bilderlings Pay if the Bilderlings Pay requests so.

**4.19.** The Cardholder shall not use the Card if the expiry date specified on the Card has elapsed. In such case, the Card shall be delivered to the Bilderlings Pay or destroyed by the Client.

**4.20.** The Cardholder shall not engage in any actions at the result of which any Card details (card number, CSC code, etc.) are converted to an electronic format and sent, uploaded or entered directly or directly into information transmission system, unless directly required for the purposes of the Transaction.

**4.21.** Fees may be adapted by Bilderlings Pay from time to time. If the Transaction currency differs from the Bilderlings Account Card currency, then Fees related to currency conversion may vary depending on the exchange rate.

**4.22.** By signing this Agreement, the Client agrees that when contacting the Call Centre or Bilderlings Pay client manager, the Client will be asked to provide their personal data for identification purposes, (such as name, surname, date of birth, telephone No., Card Voice Password, address etc.).

## **5. STORING THE CARD**

**5.1.** The Cardholder shall keep the Card so that it is not physically accessible to any third parties, so that any Card details including Card Number are not exposed to other parties, unless directly required for the purposes of conducting the Transaction.

**5.2.** The Cardholder shall not store in any form the PIN code together with the Card. The violation of this provision shall be considered a gross negligence on the part of the Cardholder.

**5.3.** The Cardholder shall safely store and use the Card, protecting it from mechanical or electronic damage.

## **6. LOSS OF THE CARD**

**6.1.** If the Card is stolen, lost or otherwise illegally exposed to third parties or if the Card is suspended in ATM and/or suspicions arise that the PIN code and/or information relevant in the context of the Card has been exposed to a third party, the Cardholder shall immediately block the Card via the Web Panel or inform the Bilderlings Pay office during its business hours or Call Centre by using the 24/7/365 phone line +44 20 8089 6968.

**6.2.** The Cardholder shall not re-activate the previously temporarily blocked Card through the Web Panel or contacting with Bilderlings Pay where there is a risk that the PIN code of the Card was exposed to any third party. The Client shall be full responsible for activation of a previously temporarily blocked Card and for Transactions executed with the Card after its reactivation.

## **7. SUSPENDING THE CARD**

**7.1.** At the request of the Cardholder, the Bilderlings Pay shall suspend the Card.

**7.2.** The Bilderlings Pay shall be entitled to unilaterally suspend the Card and notify the Client in advance or immediately upon suspension of the Card, if the Cardholder violates any provisions of the Agreement. Upon the elimination of such violations, the Bilderlings Pay may restore the Card at the Client's request.

**7.3.** The Bilderlings Pay shall be entitled to unilaterally suspend the Card by contacting the Client in advance or immediately upon suspension of the Card, if the Bilderlings Pay identifies any Transactions that, in the Bilderlings Pay's decision, are unusual to the Cardholder. If the Cardholder confirms to the Bilderlings Pay that the unusual Transaction was indeed executed by the Cardholder, the Bilderlings Pay shall re-activate the Card. The Card may be suspended also upon the request of competent authorities/officials, as well as in other cases pursuant to the applicable laws and regulations of the United Kingdom and binding international regulatory enactments. In such an event, the Client and the Cardholder shall be obliged to return the revoked Card to the Bilderlings Pay.

## **8. TRANSACTIONS USING THE CARD**

**8.1.** Card Transactions shall be executed by using the funds in the Card currency available on the Bilderlings Account to which the relevant Card is linked. The Client shall ensure that the amount necessary for the execution of Transaction(s) is available in the Bilderlings Account in the Card currency. All funds stored on the Bilderlings Account to which the relevant Card is linked in currencies, other than Card currency, will not be available through the Card prior the Client will separately convert these funds to the Card currency.

**8.2.** If the currency of the Bilderlings Account, to which the Card is linked, differs than the currency of a Transaction then relevant funds will be converted with current currency rate of the International Card Organization (Mastercard rate). Information on Currency exchange rate available on the website of the International Cards Organization [https:// www.mastercard.com/global/currencyconversion/index.html](https://www.mastercard.com/global/currencyconversion/index.html).

**8.3.** Bilderlings Pay percentage mark-up Fee shall be applied for currency conversion in accordance with the Fees.

**8.4.** By authorising a Transaction, the Client shall accept the applicable exchange rates of International Cards Organisation (Mastercard) and Fees that are related for write-off the Transaction in the Bilderlings Account. Transactions shall not be disputed in relation to the exchange rate applied to the Transaction.

**8.5.** A Card Transaction shall be deemed authorized, if the Cardholder authorises the Transaction by using the identification tools or otherwise confirms the Transaction. The Cardholder may authorise a Transaction by submitting to Merchant the relevant information or by performing certain, deliberate and consecutive actions (e.g. indicating the name, surname, Card number, expiry date, CSC code, by inserting or bringing the Card close to the Contactless or other payment acceptance device for processing Card data with or without input of PIN code, by ordering certain goods or services offered at service points). If a Transaction is authorised in any manner described in this Clause, such authorisation shall be deemed as the Cardholder's Consent and such Consent shall have the same legal effect as documents signed by the Client manually and shall serve as a sufficient evidence for resolving any potential disputes between the Bilderlings Pay and the Client. The Client shall not appeal a Transaction executed based on a Consent given in a manner described in this Clause.

**8.6.** If the Cardholder disputes an already executed Transaction, the Cardholder shall submit to the Bilderlings Pay all the information and documents (i.e., all and any reachable evidence(s)) required for conducting a review of the disputed Card Transaction.

**8.7.** If the Cardholder has executed a Transaction and the Bilderlings Account does not hold sufficient Client funds to write-off the Transaction, the Client must immediately cover such missing funds, by crediting the relevant required amount to the Bilderlings Account.

**8.8.** Each Transaction executed using a Card may be reflected in the Bilderlings Account twice as Transaction itself and – previously – as Reserved Amount. Cancellation of the related reservation of goods or services at Merchant system may not affect the Reserved Amount itself and the Client shall ensure funds in the Bilderlings Account required for the execution of the Transaction, unless and until the party, accepting the Card, officially cancels the Reserved Amount through International Cards Organisation (Mastercard) network.

**8.9.** The Client must credit the Bilderlings Account to which the relevant Card is linked in the amount of Fees due not later than by the end of the end of month, unless the respective payments are due on an earlier date.

**8.10.** The Client shall pay Fees and other payments for the Bilderlings Pay's services related with the Card issue, replacement, renewal, Transactions and other services already or to be provided to Client or Cardholder in accordance with the Fees and the Agreement.

**8.11.** In order to process the payments under the Agreement and the Fees, the Bilderlings Pay shall be entitled, without any additional approval by the Client, to withhold from the Bilderlings Account or any other account of the Client the following payments in the following sequence and order:

**8.11.1.** Transaction amount.

**8.11.2.** Fees related to Transaction.

**8.11.3.** Currency exchange rate and Fee (percentage a mark-up) in relation to Transaction.

**8.11.4.** Monthly Fee shall be applicable starting from the second month after issue of the Card. Monthly Fee shall be withheld at the end of each month within validity period of the Card.

**8.11.5.** Fee on Unauthorised Debit Balance Fee.

**8.11.6.** Other payments due by the Client under the Agreement and the Fees.

**8.12.** Upon withdrawing the funds as provided for in Clause 8.11, the Bilderlings Pay shall be entitled, if necessary, to make a currency exchange operation at the rate approved by the Bilderlings Pay.

## **9. COMPLAINTS**

**9.1.** Any complaints of the Cardholder and/or Client regarding Transactions shall be submitted to the Bilderlings Pay in writing by e-mail: [complaints@bilderlings.eu](mailto:complaints@bilderlings.eu). The Cardholder and/or Client should clearly indicate the Cardholder name, the phone number and email address, the date the problem arose, the payment order number(s), if complaint is about a specific transfer and what complaint is about.

**9.2.** The Bilderlings Pay investigate Cardholder and/or Client complaint, and Cardholder and/or Client will get a response by email in accordance with Bilderlings Pay's complaints procedure. The Cardholder and/or Client may request a copy of Bilderlings Pay's complaints procedure at any time by contacting Customer Service.

**9.3.** In the first instance, the Cardholder and/or Client shall raise any complaint relating to the services provided under this Agreement with the Bilderlings Pay. If the Bilderlings Pay is unable to resolve such complaint to the satisfaction of the Cardholder and/or Client, unless the Cardholder and/or Client is large corporation, the Cardholder and/or Client may be able to refer that complaint to the UK's Financial Ombudsman Services ("FOS") who offers a free complaints resolution service to individuals, Micro-enterprises, small charities and trustees of small trusts. The FOS can be contacted:

**9.3.1.** On Monday to Friday from 8am to 8pm (UK time) and on Saturday from 9am to 1pm (UK time), by telephone on 0300 123 9123 (from inside the UK) or +44 20 7964 0500 from other countries; or

**9.3.2.** By post at Exchange Tower, Harbour Exchange Square, London E14 9SR; or

**9.3.3.** By email to: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## **10. RESPONSIBILITY**

**10.1.** The Client shall comply with the Agreement and fulfil the obligations under the Agreement, as well as ensure compliance with the Agreement on the part of Cardholder.

**10.2.** At least once a month, the Client must review and check all Card Transactions in the Statement through the Web Panel to verify the correctness of the information in the Statement and to inform Bilderlings Pay in case of unauthorized Transactions.

**10.3.** The Bilderlings Pay shall not be liable for any unauthorized or erroneous Transactions if the Client fails to notify the Bilderlings Pay thereof as soon as the Client becomes aware of such unauthorized or erroneous Transactions, in accordance with this Agreement.

**10.4.** The Client and/or Cardholder has right to request a refund no later than 8 (eight) weeks after the money is debited from the Bilderlings Account, if

**10.4.1.** the amount taken exceed the amount than Client and/or Cardholder reasonably expected in all the circumstances (including your spending pattern);

**10.4.2.** the Client and/or Cardholder agreed that a Transaction could be taken, but didn't agree the actual amount of the Transaction;

**10.4.3.** The Transaction payee located within the EEA; and

**10.4.4.** Bilderlings Pay and payee did not give the Client and/or Cardholder any information about the Transaction during the 4 (four) weeks before it was taken.

**10.5.** The Client shall be fully and irrevocable responsible and liable for Transactions up to the moment when the Cardholder notifies the Bilderlings Pay about a lost or stolen Card.

**10.6.** If the Card is issued/used based on inaccurate, false and/or misleading information provided by the Cardholder, the Client shall be solely responsible for all liabilities incurred during the use of the Card.

**10.7.** If the Cardholder and/or Client becomes aware of of the loss, theft, misappropriation or unauthorised use of the Card, the Cardholder and/or Client should notify Bilderlings Pay as soon as possible, but no later than 13 (thirteen) months after the debit date, on becoming aware of any unauthorised or incorrectly executed Transaction.

**10.8.** If the Cardholder denies having authorised a Transaction that has already been executed, establishing physical use of the Card shall serve as evidence of the fact that the Cardholder has indeed authorised the Transaction, or that the Cardholder has illegally or through intent or gross negligence failed to fulfil one or more of the obligations under the Agreement with respect of using and storing the security tools of the Card.

**10.9.** The Bilderlings Pay shall not reimburse the Client's losses incurred due to any Unauthorised Transactions in the event of loss, theft, or other illegal access to remote access tools (Web Panel, Authentication Tool) or to the Card or due to the fact that the Client has failed to ensure safe storage of personalized security features (username, password, PIN code, etc.) and thus allowed for unauthorized use of remote access tools or the Card.

**10.10.** The Bilderlings Pay shall not reimburse the Client's losses incurred from any Unauthorised Transactions, if the Client has acted illegally, maliciously or negligently, including failure to use or store the remote access tools (Web Panel, Authentication Tools) or the Card in accordance with the Agreement concluded between the Bilderlings Pay and the Client or Manuals of remote access tools.

**10.11.** The Client is responsible for all Cardholder Transactions.

**10.12.** If the Client and/or Cardholder reaches Unauthorised Debit Balance and does not immediately upload sufficient funds, Bilderlings Pay has the right to deduct the required amount from any of the Client's Bilderlings Account.

**10.13.** Bilderlings Pay has the right to recover debts from the Client at any time from any of the Client's account, in case of currency exchange services, according to the Bilderlings Pay approved rate.

**10.14.** The Bilderlings Pay shall not be held responsible for non-execution or incomplete execution of an order of a Cardholder, as well as any errors, delays, inaccuracies or other deficiencies caused as a result of the submission of incomplete or incorrectly filled documents or orders by Cardholders, due to the fault of any third party, or losses caused by communication organizations.

**10.15.** The Bilderlings Pay shall not be held liable for refusal to accept the Card by any third party. The Bilderlings Pay shall not be responsible for the quality of goods and services purchased with the Card.



The Bilderlings Pay shall not be responsible for any restrictions imposed by a third party that may violate the interests of the Cardholder.

**10.16.** By signing the Agreement, the Client shall confirm that he/she is aware of the risks associated with the use of the Card and possible errors in communications and/or technical systems that may result in non-execution or incomplete execution of the orders of Cardholders, except those caused by the Bilderlings Pay's gross negligence.

**10.17.** The Parties shall not be responsible for partial fulfilment or non-fulfilment of any contractual obligations due to Force Majeure circumstances that cannot be foreseen, prevented or influenced by reasonable means.

**10.18.** The Bilderlings Pay shall not be liable to the Client to any business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings arising from or in connection with the Agreement, even if the Client was made aware of a possibility that such loss or damage could occur.

## **11. AMENDMENTS TO THE AGREEMENT**

**11.1.** The Bilderlings Pay shall be entitled to unilaterally amend the Agreement, given a 2 (two) month prior notice to the Client. The Parties agree that the Client shall be deemed as having agreed with the amendments, unless the Client notifies Bilderlings Pay to the contrary before the date the amendments come to force. If the Client does not agree to the proposed amendments, the Agreement shall be terminated. The new version of each Agreement shall replace this Agreement unless otherwise agreed.

**11.2.** The Bilderlings Pay shall be entitled to depart from the established notification term if the Fees amendments are based on reference exchange rates or the amendments are favourable for the Client.

## **12. VALIDITY AND TERMINATION OF THE AGREEMENT**

**12.1.** The Agreement shall enter into force at the moment when the Client submits an Application for ordering a Card. The Agreement shall be concluded for an indefinite period. The expiry date of the Card shall not be deemed as the expiry date of the Agreement, except cases stipulated in the Agreement.

The terms set out in the Terms and Conditions between the Bilderlings Pay and the Client will apply to the Client and/or Cardholder use of Card. This Agreement is a supplement to, and must be read together with Terms and Conditions, which sets out the terms in relation to Bilderlings Account.

**12.2.** The Bilderlings Pay shall be entitled to refuse renewing the Card upon its expiration and to refuse continuation of the Agreement on the same terms if:

**12.2.1.** The Cardholder has not used the Card for executing any Transactions within the last 180 (one hundred eighty) days;

**12.2.2.** Unauthorised Debit Balance occurs on the Bilderlings Account;

**12.2.3.** Bilderlings Account is arrested, settlement operations are suspended, or funds are deducted from the account in the cases specified in the regulatory enactments of the United Kingdom or any other territory.

**12.3.** Upon termination of the Agreement by Bilderlings Pay or the Client, the Client shall repay to the Bilderlings Pay the Card usage fees pursuant to the Agreement and the Fees.

**12.4.** The Client shall have the right to unilaterally withdraw from the Agreement at any time upon complete completion of the obligations under the Agreement, by submitting a prior application to the Bilderlings Pay, which shall be accompanied by all Cards linked with the Bilderlings Account. Such an application shall be deemed as the Client's request to the Bilderlings Pay to terminate further execution of the Agreement from the moment of receipt of such application.

**12.5.** Notwithstanding the aforementioned, the Agreement may be terminated only upon full completion of obligations under the Agreement, but not earlier than after 30 (thirty) days from the date on which the application on termination is submitted to the Bilderlings Pay.

**12.6.** The Agreement may be terminated at any time upon mutual consent of the Parties pursuant to the procedure provided for in Clause 12.5 of the Agreement.

**12.7.** The Bilderlings Pay shall immediately be entitled to unilaterally terminate the Agreement by giving a notice to the Client at any time, if:

**12.7.1.** The Client fails to fulfil any of their obligations towards the Bilderlings Pay mentioned in the Agreement, T&C, Privacy Policy or any other conditions and documents (supplements, agreements, rules, declarations, etc.), including but not limited to, information on the Website, which constitute the legal relationship between the Client and Bilderlings Pay;

**12.7.2.** The agreement on Bilderlings Account maintenance is terminated;

**12.7.3.** The Client violates any applicable legislation while conducting Transactions;

**12.7.4.** The Bilderlings Pay becomes aware of unacceptable reputation of the Client or the Client causes financial, reputational, or any other sort of damage towards the Bilderlings Pay;

**12.7.5.** The Client attempts or performs fraudulent actions against the Bilderlings Pay or any of its Clients;

**12.7.6.** The Client submits false or improper documents or false or incomplete information to the Bilderlings Pay;

**12.7.7.** The Bilderlings Pay became aware or suspects that the Client has performed or attempted to perform actions aimed at money laundering, terrorist financing, or other criminal offence;

**12.7.8.** Claims are raised by third parties in relation to funds on the Bilderlings Account or any other account opened on behalf of the Client or directly or indirectly related with the Client with the Bilderlings Pay.

**12.8.** Bilderlings Pay may terminate the Agreement unilaterally at any time by giving a 2 (two) month prior notice to the Client.

**12.9.** If the Bilderlings Pay withdraws from the Agreement, the Client shall, upon receipt of the Bilderlings Pay's notification, execute in full the due payments under the Agreement within the term specified in the notice.

**12.10.** Upon Client's written request, the Bilderlings Pay shall take the necessary steps to prevent the Cardholder from executing Transactions.

### **13. FINAL PROVISIONS**

**13.1.** The Bilderlings Pay shall be entitled to refuse issuance of the Card. In the event of refusal, the Bilderlings Pay shall reserve the right to refrain from clarifying its decision.

**13.2.** Headings of the sections of the Agreement are for convenience only and shall not to be used to construe the essence of the Agreement.

**13.3.** The procedure of execution of the Agreement shall be governed by laws and regulations of the England and Wales; the Agreement is prepared and shall be construed in accordance with the same.

**13.4.** If the Client is deemed as consumer under the applicable legislation of the England and Wales, during the term of the Agreement the Client shall be entitled to receive the Agreement or information on specific provisions of the Agreement free of charge.

**13.5.** The Client and the Cardholder are aware that the Bilderlings Pay verifies the accuracy and completeness of the provided information, as well as, if necessary, requests additional information and confirmations from third parties without coordinating actions to be taken with the Client and/or Cardholder. In order to provide the services, the Bilderlings Pay shall have the right to process and

disclose to third parties the data that became known to the Bilderlings Pay and are necessary for the execution of the Agreement, other Bilderlings Pay's terms and services. The Bilderlings Pay shall carry processing of personal data in accordance with the procedure provided for in the T&C, Privacy Policy and applicable data protection rules.

**13.6.** The Bilderlings Pay shall have the right to cede or otherwise transfer to third parties any of its claims under the Agreement and personal data of the Client for the purpose of debt collection and recovery.